

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 13</div>	
2. AMENDMENT/MODIFICATION NO. U0004		3. EFFECTIVE DATE 14-Jan-2006		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY VBURG CONSOL CONTRACTING OFC 4155 CLAY ST VICKSBURG MS 39183-3435		CODE W912EE		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. W912EE-06-R-0005	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 17-Dec-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> X is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Reference solicitation number W912EE-06-R-00005, for demolition, debris removal and site cleanup for public commercial, and private residential structures at various locations in Mississippi. The date and time for receipt of proposals remains unchanged at 18 Jan 06 at 4:00 p.m. local time.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

Amendment 0004 is issued to incorporate the following changes:

1. Section L is hereby deleted and replaced in its entirety. (See Paragraph 3.0 Proposal Preparation Instruction A (6) Number of copies for submission. The change is notated by asterisk)
2. Questions and Answers dated 14 Jan 06, are attached.
3. All other terms and conditions remain unchanged

1.0. GENERAL

Proposals shall be in original and three (3) copies and submitted in two separate volumes, Technical and Price. Your technical proposal should include all the factors and sub factors in Section M of the solicitation.

- (1) The Government intends to make awards without discussions, as permitted by FAR 15.306(a), *Exchanges with offerors after receipt of proposals*. However, the government reserves their right to conduct discussions and permit offerors to revise their proposals.
- (2) Late submissions will be handled in accordance with FAR Subpart 15.208, *Submission, Modification, and Withdrawal of Proposals*.
- (3) Past Performance information will be evaluated on the relevancy of the information, the source of the information, and general trends in performance. The Government may use the required information provided by offerors, as well as any other reliable sources of past performance information (including Government personnel and databases).
- (4) Large and Small Businesses shall be complaint with the Small Business Subcontracting Plan requirements in FAR clause 52.219-9.
- (5) "Offeror" is defined as a business concern(s) that has submitted an offer in response to this solicitation and proposes to provide all of the solicitation requirements as the "prime" contractor.
- (6) "Key Personnel" is defined as personnel the Government has determined to be essential for successful execution of all requirements of this solicitation. Substitutions or changes to key personnel must be approved by the Contracting Officer or their Representative.
- (7) Offerors are cautioned not to "parrot" the requirements in this solicitation. Statements merely repeating, paraphrasing or promising general performance according to the requirements are not sufficient evidence of an ability to meet the requirements of the solicitation.
- (8) Written proposals shall be clear, concise, logically assembled, and indexed as deemed appropriate. The organization of the proposal shall be such that extensive searching throughout the documents is not required.

2.0 PREAWARD INFORMATION

- (a) Prior to making an award, the Contracting Officer must determine that any offeror eligible for an award is responsible both financially and technically and has the capability to properly manage the contract during performance and complete the work on time.
- (b) In order to initiate action toward making the required determinations, the Contracting Officer must have available from each offeror who is or may become eligible for an award certain current information concerning each apparent or prospective eligible offeror. In many cases it is deemed advisable to conduct investigations of several offerors concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful offeror is not eligible to receive an award.
- (c) Accordingly, each offeror is required to furnish with his proposal a statement of whether he is now or ever has been engaged in any work similar to that covered by the specifications herein, the dollar value thereof, the year in which such work was performed, and the manner of its execution, and giving such other information as will tend to show the offeror's ability to prosecute the required work. The other information referred to above shall include, but is not limited to the following:
 - (1) Banking Institution name and address with name of contact at the bank and telephone number.

(2) Current Company Financial Statement. If the financial statement is more than 60 days old, a certificate must be attached certifying that the firm's financial condition is substantially the same as the final statement submitted, or if not the same, the changes that have taken place. Such statement will be treated as confidential.

(3) The Company must submit verification /proof that it is a firm primarily doing business in the State of Mississippi pursuant to the Stafford Act.

(4) Similar past and present projects with names of contacts telephone numbers, contract numbers and total contract amounts.

(5) A list of all existing commercial and governmental business commitments (including contract numbers, contract amounts, and percentage of completion).

(6) List of equipment to be used if required by the specifications.

(7) Resumes of Key Personnel shall be submitted for your proposed management team. The desired education and experience for Project Managers shall be a 4 year degree from an accredited educational institution and 10 years field experience in construction/operational management. Deviations/ substitutions in education and experience qualification will be considered by the Contracting Officer on a case by case basis.

3.0 PROPOSAL PREPARATION INSTRUCTIONS

A. General.

1) Specific instructions for the preparation of each of the volumes required by this section are described below.

2) The Proposal should contain two (2) separate volumes:

**Technical/Volume I; Past Performance. Management Plan, Subcontracting Plan,
Geographical Location
Cost/Price/Volume II,**

3) All information and material should be listed in a "Table of Contents". A copy of the Table of Contents should be included in each volume.

4) There should be **NO cost/price** information in any volume except the Cost/Price, Volume II.

5) Number of Copies for Submission:

- a. ***Four (4).** 1 original and 3 complete copies of Volume I. (CD-ROM or paper copies permitted. CD-ROM Read only but not password protected) (At least one paper copy will be submitted)
- b. ***Four (4).** 1 original and 3 complete copies of Volume II, Cost/Price. CD ROM or paper copies permitted (CD-ROM, Read-Only but not password protected) (At least one paper copy will be submitted)

L.4 GENERAL INSTRUCTIONS

Marking of Offers Packages must be sealed, marked, and addressed as follows:

USACE Mississippi RFO

ATTN: Contracting (Missy Arnold)

Post Office Box 4439

Biloxi, MS 39535

Offers sent by Carrier services should be addressed to:

USACE, Mississippi RFO

Wolfe Hall, Bldg 4330, Rm. 130

ATTN: Contracting (Missy Arnold)

709 Meadows Drive

Biloxi, MS 39535

The package should be marked in the lower left hand corner, as follows:

RFP: W912EE-06-R-0005

PROPOSAL DUE DATE: 18 JAN 06 at 4:00 P.M. local time.

Telegraphic offers are not authorized.

Questions for Solicitation W912EE-06-R-0005
DATED 14 Jan 2006

1. **Question:** Section 52.219.9 included in the solicitation states that Small Business concerns submitting as a prime are not required to submit a small business subcontracting plan. However, Executive Summary paragraph 8 says “offers from large and small businesses shall provide a subcontracting plan as described in Far 52.219.9.” If required, when must these plans be submitted? If this plan is not required by the HUB Zone – Small Business or 8A contractors, does this mean that the Small Business concerns do not need to meet the Subcontract participation goals specified in the Executive Summary paragraph 9?

A. The subcontracting plan is required to comply with the Stafford Act. The subcontracting goals do not apply to small businesses.

2. **Question:** If the prime contractor is also certified in one or more of the categories listed in the participation goals in Paragraph 9 are they required to meet those subcontracting participation goals for those same categories as well?

A. No

Question: There appears to be some conflicting information in the Solicitation relative to bonding requirements. Is a bid security or bid bond required at the time of submittal? If so, what percentage of what dollar value do we use to determine the bid bond amount? Does the bid bond information need to be submitted on any particular form and if so where can we get a copy of that form?

A. A bid guarantee is required when the offers are received. The bonding requirements are found in 52.228-1 of Amendment 0001 and are self-explanatory. Section H, paragraph H.14 of amendment 0001 and Section I Clause 52.228-16 refers to performance and payment bonds, not bid guarantees. Performance and Payment bonds may be required per task order as the contract increases, at the agencies discretion in accordance with 52.228-16.

3. **Question:** Section H.14 of Addendum 1 states that Performance and Payment Bonds will be required at specified percentages of the minimum obligation dependent upon the category contracted as task orders are issued. Does this mean we may need to produce multiple bonds at various times or can we submit one payment and performance bond for the duration of the contract at the required percentages of the minimum obligations as listed in H.14?

A. Performance and payment bonds are required per task order.

Question: How many task orders can we anticipate having to provide P&P bonds for and at what amount?

- A. This is an indefinite delivery/indefinite quantity contract. We can only guarantee the minimum obligation amount.

Question: Where do you want us to include the costs for These bonds in our pay items? We need some idea of the number of bonds and the value so we can predict the cost of those bonds in our unit rates.

- A. Refer to the Scope of Work Paragraph 16.0.

4. **Question:** Section 1 – Contract Clauses of Addendum 1 Section 52.228-1 Bid Guarantee states that failure to provide a bid guarantee by the bid opening may be beause for rejection of the bid and that the amount of the guarantee shall be 20% of the bid price or \$3,000,000.00 whichever is less. Is a bid guarantee required for this submittal and if so at what amount do we estimate the 20% upon? And if required is

there a specific form we need to complete to ensure we are in compliance?

A. A bid guarantee is required upon submittal. The amount is 20% of the bid price or \$3,000,000.00.

5. **Question:** Which type (Services, Supplies, General Construction or Construction by special trade contractors) of contract has the Corp designated for the restricted portions of this partial set aside (HUB Zone – 8A Submittals) and what percentage must the prime contractor self perform as defined in Section 52.219-14?

A. All categories are service contracts. In accordance with 52.219-14(a)(1) Services (except construction) at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

6. **Question:** The original solicitation and Addendum 1 specifies that tipping fees will be reimbursed by the government for final disposal of all non-burnable debris and ash residue as per Section 10.1.2 of the Scope of Work. However, Addendum 1 Section 16 – Measurement & Payment of the same Scope of Work Subsection Tipping Fees; CLIN 0012 states “NOT USED”. Given that contradicting statement, how will the contractors be compensated for the final disposal of non burnable debris and ash?

A. Tipping fees will be passed through for all final landfills.

Question: If we are to be reimbursed, will we be allowed a percent mark up of these fees to cover the cost of money to pay these expenses prior to being reimbursed by the government? If so, what percentage will be acceptable?

A. Tipping fees are reimbursable based on actual costs.

7. **Question:** Section 11.0 Mobilization & Demobilization of the Scope of Work of Addendum 1 defines mobilization as the field offices, personnel, office equipment, field office trucks, supplies and all required submittals. It further states that production equipment associated with the demolition and debris removal or reduction is not considered as a part of mobilization costs. However in Section 16.0 Measurement and Payment of the Scope of Work Subsection Mobilization & Demobilization; CLIN 0001 of Addendum 1 states that 60% of the lump sum payment for this task will be paid to Contractor upon mobilization of all equipment needed to commence work. Where should the contractor apply the costs to mobilize the production equipment to the field if we are not allowed to recover that upfront cost in the mobilization task?

A. This should be included in the offerors’ price(s).

8. **Question:** Can you provide us a list of acceptable disposal facilities for the non burnable debris or ash so transportation costs to those facilities can be estimated?

A. As stated in the solicitation, the contractor is responsible for obtaining areas. The effort should be coordinated with local governments when possible. The contractor will need to manage capacity and will have to seek additional landfills if needed.

9. **Question:** Given the potential for use of various disposal facilities dependent upon the various types of waste encountered i.e. Hazardous, construction of debris, etc. as a rate per ton or cubic yard dependent on a range of miles be developed and

applied to cover those transportation costs? If not, how do you suggest the respondents estimate and recover those costs?

A. Yes, but the contractor is to be responsible for computing his costs for hauling debris to the approved landfills.

10. Question: Who is responsible for putting the estimated quantities in the bid form to be used in the extension of the total cost?

A. The offeror is to submit his unit price. Estimated quantities will be established per task order.

11. Question: What is the estimated minimum amount for each contract in both quantities and dollar amount?

A. See Scope of Work paragraph 3.2 and the Executive Summary paragraph 6.

12. Question: Are we to assume that the Right of Entry on a per property basis will be a considered a stand alone task order requiring all the mandated plans, bonds and requirements?

A. Each order will specify the number of rights of entry. The dollar amount of each task order will dictate bonding requirements.

Question: Are we to assume that the total estimated quantities will equal the total number of properties estimated in the Solicitation and the subsequent Addendums?

A. This is a indefinite delivery indefinite quantity contract. The estimates are just estimates.

13. Question: Can the Corp. give us a breakdown of the estimated quantities by the A, B & C categories required in the bid form?

A. No

Question: Given recent responses to previously submitted questions indicating we would not be allowed to recover any stand by or delay costs and that all potential costs should be included in our per unit rates, can you give us an estimated average utilization rate for people and equipment based on historical data from ongoing or former contracts for similar type projects so that all submittals will be produced and compared on an equal basis?

A. Please refer back to the Scope of Work

14. Question: Can we submit one proposal that can be considered for each size standard (HUBZone, 8(a), etc.) or do we have to submit one bid for each?

A. You must submit a proposal for each category for which you are proposing.

15. Question: I realize the project will be awarded in three separate contracts. However I was wondering if the respective contracts will cover separate geographical areas in Mississippi and, if so, can you break down the areas?

A. You must submit a separate proposal for each category for which you wish to be considered.

16. **Question:** I was also wondering if a bond and/or line of credit would be required and, again, if so, what are the bond and line of credit requirements for each contract.

See Amendment 0001, Section I, Clause 52.228-16 Bid Guarantee, and Section H Special Contract requirements, paragraph H.14

17. **Question:** Is a bond required? We did not see any mention of bond requirements in the RFP.

A. Yes, see Section H of amendment 0001 and Section H, paragraph H.14 of Amendment 0001.

18. **Question:** Item 00008 - Soil Back Fill for Sub Surface Voids does not show a unit of measure on the proposal form. The specifications say that this item is bid per Cubic Yard. Is it okay to write in the UOM as Cubic Yards on the proposal Form?

A. See Amendment 0002, Schedule B.

19. **Question:** We do not have a CAGE code (or we do not know what it is). Do we need a CAGE code? If so, please advise how we obtain one.

A. A CAGE Code is usually issued once registration with CCR is complete. You may contact CCR in reference to your CAGE code.

20. **Question:** Page 3 under executive summary #5 states that you have 1 year to complete work; Page 9 under general project description 3.2 states that you are expected to be complete by May 2006. Is it one year?

A. Paragraph 3.2 of the Scope of Work states that 31 May 06 is just an estimate for planning purposes. As stated, the completion date will be established per task order award.

21. **Question:** Can a small business bid on portions of the contract and not in entirety?

A. All proposals will be evaluated in accordance with the evaluation factors and sub factors.

22. **Question:** Does the dump site management line item price need to include procurement of the site or will dump sites already be provided?

A. See the Revised Scope of Work per amendment 0002 paragraph 9.0.

23. **Question:** Would you please clarify which pricing sheet is required for the subject RFP. There is one on pages 4-7 of the original solicitation, another one on pages 29-30 of the original solicitation which was replaced by pages 5-6 of Amendment #2. Have pages 4-7 of the original solicitation been superseded as Well?

A. Yes. Please be reminded that if a solicitation is amended all terms and conditions that are not amended remain unchanged.

24. **Question:** Section 4.5, as well as 5.4 appear to be inconsistent with the answer to question 8 in Amendment 2. Does the answer in the amendment overrule specifications? Please clarify.

A. ACM inspections are being conducted by Government or others but remain the responsibility of the contractor to ensure compliance with the specifications.

25. **Question:** We need to verify that there will be no tipping fees for debris hauling at the local landfills (as is our understanding according to the solicitation packet)

A. Tipping fees will be passed through for all final landfills.

26. **Question:** What is the result of us surpassing the estimated cubic yardage hauled.

A. Estimates are estimates. The contract amount will be limited and if there is more work to be done, the Corps may add money to the contract.

27. **Question:** Will there be designated areas to dispose of “woody” material as defined in the packet or should we be designating those places with local government?

A. As stated in the solicitation, the contractor is responsible for obtaining areas. The effort should be coordinated with local governments when possible.

28. **Question:** Are there designated landfills for each contract/are we assured of their capacity for receiving the materials?

A. No. The contractor will need to manage capacity and will have to seek additional landfills if needed.

29. **Question:** Are there designated outlets for all hazardous materials (asbestos, etc.)

A. Asbestos material will need to be disposed of in a landfill that is licensed to accept the material. MDEQ has specific requirements and guidelines outlining asbestos disposal.

30. **Question:** What is the main difference between the \$25 million, (8a) contract with 1.4 million yards and the \$125 million, Hubzone contract with only 1 million cubic yards and 1400 less sights (we assume that has to do with the level of difficulty on the demolition sites)

A. There is no correlation between the estimated cubic yards, the contract value or the level of difficulty.

31. **Question:** How can we give you CY prices for different scopes of work?

A. Follow the schedule provided in the solicitation

32. **Question:** What is considered reasonable tipping fees?

A. See Scope of work per amendment 0003, paragraph 9.1.

33. Question: How are you going to issue Task Orders for this contract- in \$5M increments or the whole \$25M or \$125M amount and what is the bonding requirements for this?

A. Task orders will be issued as the need arises. This is an indefinite delivery/ indefinite quantity contract.

34. Question: For Mobilization & Demobilization cost- what percentages are you going to pay for each? 75% Mob & 25% for demob- 50% Mob/50% Demob?

A. See Scope of Work, Measurement and Payment.

35. Question: How many Government QARs will you have to support this contract as we need to know in order to schedule & price the work?? (The specs require a QAR on site for demolition)

A. The Government will provide QARs as needed.

36. Question: Demolition with Asbestos and Debris Removal; CLIN 0005 states that tipping fees are to be included with CY price. That is different from all other CLIN. We request clarification.

A. See Amendment 0003

37. Question: Will the haul out price from the TDSRS to the final disposal site be negotiated separately as this cost does not appear to be covered on the bid sheet?

A. The offeror is responsible for the structure of his proposal.

38. Question: What is the actual procedure for clearing asbestos? If the wall is free standing do we have to be schooled in order to clear it? If it is on the ground do we have to be schooled to clear it?

A. Please refer back to the specifications

39. Question: Will task orders be issued one at a time or will several be issued at one time? Will the task order size be determined by and/or based on a geographical area or dollar amount? If so, what will be the amount? Can you give an estimate range for liquidated damages on the task orders? This is particularly important to our bonding company so that they can know how much bonding capacity is required at any given time.

A. It is unknown at this time.

40. Question: The specifications state that once a structure is demolished it must be disposed of in the same day. Depending on the size of the structure to be demolished this may be unachievable. What happens if it is not achieved?

A. Please refer back to the specifications.

41. Question: Is the May 31st deadline for demolition and disposal of all structures a milestone that is a moveable target or is a hard date? Will the initial task orders that are issued include all of the structures in all counties and the deadline on the task order set as May 31st?

A. The 31 May deadline is for planning purposes only. The period of performance will be established per task order.

42. **Question:** Will this project require removal of debris over any water areas (ie. Gulf, streams, rivers, canals etc.)?

A. The solicitation does not require this information.

43. **Question:** The specifications state that the demolition will be down to the slab. Will this include removal of any asbestos and/or non-asbestos floor tiles?

A. This will be established per task order.

44. **Question:** In the question and answer pages of Amendment 2 it states that all delays may be caused by government agencies non-response (ie. inspectors, QAR, utilities) are to be factored into the relevant responding line item. How is the contractor to compensate the bid for such events when we do not know how these agencies will respond? Would you please change the specifications to allow for negotiation in the event such an event occurs?

A. See FAR 52.243-1 Changes Fixed Price and 252.243-7023 Requests for Equitable Adjustment.

45. **Question:** The specifications state that photographic documentation must be provided for any structures not identified for demolition. I interpret this as homes and businesses that are not set for demolition. Does this include the interior rooms of these structures? What if the owner is not available or refuses access to the photographer? Does this include photographing the entire county or just within the area of demolition?

A. A Right of Entry is provided for the property.

46. **Question:** Since Amendment #2 lowered the bonding requirement for the SBA 8(a) contractors to \$500,000, is the bid bond requirement in Amendment #2 to be 20% of the \$500,000?

A. See FAR 52.228-1 Bid Guarantee

47. **Question:** The Wage Determination provided does not include wage rates, only job classifications. Will a complete Wage Determination be issued for this project?

A. The Wage Rates are included.

48. **Question:** Work Description Sections "3.2" and "5.1.a" lists a demolition completion date of May 31, 2006 and a close out date of September 31, 2006 for "planning purposes". In our opinion these date are very unrealistic. How were these dates intended to be used in preparing our proposal?

A. These dates are for planning and estimating purposes.

49. **Question:** The latest directive published by MDEQ (01/03/06) requires that any structure containing any asbestos may be demolished without abatement; however, the entire building must be sent to a landfill certified to accept asbestos. Unless COE

establishes a separate unit cost for asbestos abatement, we may have to assume that all demolished structures will have to go to a certified landfill. This will mean an almost ten fold increase in the normal tipping fee to dispose of the debris. Is this COE's intent?

A. Refer to amendment 0003, paragraph 9.1.

- 50. Question: Pertaining to Contract #1 - Competitive unlimited Will there be a preference allowed on this contract for a Hub-Zone or Minority 8(a) business? Example, adding 10% to those submitting a proposal that are not hub-zone or minority. If so, how much?**

A. This is a best value type source selection. Price is not a factor but a consideration. The clause referred to is not applicable.

- 51. Question: Reading question 44 of Amendment 2, it is unclear to me the exact intent of your response. I have reviewed FAR 52.219-14 and see clearly that there are four(4) categories listed that this contract could fall within. What is unclear is which one? Service, Supplies, General Construction or Construction be Special Trade Contractors. Please state what type of contract this will be.**

A. This contract is a service contract.

- 52. Question: Independent of the type of contract, is there a possibility of waiving the percent(%) performance by the prime contractor.**

A. No

- 53. Question: How often does the Corp pay on estimates (i.e., weekly, monthly etc)?**

A. See Section I, FAR 52.532-25 Prompt Payment clause.

- 54. Question: CLIN 0006 states "Payment will be made for collection and staging of all Combined Hazardous Waste in paragraph 6.5", however 6.5 refers to Electronic Wastes (E-Waste). Please clarify.**

A. Reference should be 6.4 and 6.5.